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mann, 44 CLUNET, JOURNAL DU DROIT INTERNATIONAL PRIVÉ, 219. While probably correct in abstract legal theory, the result here reached is socially inexpedient. Aside from the injustice resulting to individuals in a condition of practical international outlawry, it would seem to be to the interest of organized society to admit of no person being without a political status. See 1 WESTLAKE, INTERNATIONAL LAW, 2 ed., 224. Particularly is this true in continental Europe, where the personal law depends on citizenship rather than on domicil. See *X.* v. *Y.*, 20 CLUNET, *op. cit.*, 530, 2 BEALE, CASES, CONFLICT OF LAWS. 37; *Cumming* v. *Cumming*, 23 CLUNET, *op. cit.*, 147, 2 BEALE, *op. cit.*, 40. The evident remedy seems to be a convention between states providing for uniform laws of nationality and naturalization. See 1 OPPENHEIM, *op. cit.*, § 313.

LIBEL AND SLANDER — PRIVILEGE — CHARACTER OF A SERVANT — PUBLICATION — DICTATION TO A STENOGRAPHER. — The plaintiff wrote requesting a statement regarding his services as a former employee of the defendant. The defendant replied in a letter dictated to his stenographer and transcribed and mailed by her. The letter related only to the character of the plaintiff's services. Both parties admitted that it was defamatory on its face. In an action for libel the defendant demurred. *Held*, that the demurrer be overruled. *Nelson* v. *Whitten*, 272 Fed. 135 (E. D. N. Y.).

Dictation to a stenographer is undoubtedly publication. *Gambrill* v. *Schooley*, 93 Md. 48, 48 Atl. 730. See *Pullman* v. *Hill & Co.*, [1891] 1 Q. B. 524, 527. Similarly, copying by a stenographer is publication. *Adams* v. *Lawson*, 17 Gratt. (Va.) 250; *Puterbaugh* v. *Furniture Co.*, 7 Ont. L. R. 582. But where a communication is made on a privileged occasion, publication to a typist, reasonably incident to the occasion, will not destroy the privilege. *Edmondson* v. *Birch & Co.*, [1907] 1 K. B. 371; *Bohlinger* v. *Germania Ins. Co.*, 100 Ark. 477, 140 S. W. 257. See 20 HARV. L. REV. 500. "An occasion is privileged when the person who makes the communication has a moral duty to make it to the person to whom he does make it, and the person who receives it has an interest in hearing it." *Per* Lord Esher, M. R., in *Pullman* v. *Hill & Co.*, *supra*, at 528. A communication by a former employer, in response to an inquiry from a prospective employer, is made upon a privileged occasion. *Child* v. *Affleck*, 9 B. & C. 403. See *Pullman* v. *Hill & Co.*, *supra*. And it seems that a reply to an inquiry from the employee is similarly made upon a privileged occasion. *Cf. Warr* v. *Jolly*, 6 C. & P. 497; *Hebner* v. *Great Northern Ry. Co.*, 78 Minn. 289, 80 N. W. 1128. In the principal case, the court ignored the question of privilege. It has been suggested that any dictation to a stenographer be made an exception to the rule of publication, but this proposition has no support in authority. See 4 ST. LOUIS L. REV. 42; 26 BENCH AND BAR, 105. The case also raises the neat question whether the wrong, if any, is libel or slander. See ODGERS, LIBEL AND SLANDER, 5 ed., 161; SALMOND, TORTS, 5 ed., 461. The view that either libel or slander can be maintained seems preferable. See *Gambrill* v. *Schooley*, 93 Md. 48, 64, 48 Atl. 730, 732.

PLEDGES — TRANSFER OF POSSESSION — BULKY GOODS. — The defendant agreed to pledge certain bulky goods to the plaintiff. The goods were set apart in a compartment in the defendant's premises, the door locked, and the key given to the plaintiff, together with a license to enter the premises and use the key. Later the defendant went into voluntary liquidation, and the plaintiff brought this action to recover the goods. *Held*, that the plaintiff is entitled to the goods as pledgee. *Wrightson* v. *McArthur and Hutchinsons, Ltd.*, 125 L. T. R. 383 (K. B.).

The rule is generally stated that to constitute a pledge valid against third parties the pledgee must have and retain possession. See *Collins* v. *Buck*,

63 Me. 459, 461. See JONES, PLEDGES, 1 ed., § 47. The purpose of this rule is to protect third parties who rely on the pledgor's apparently unencumbered ownership of goods in his possession or custody. To this end, something more is required than what would amount to strict legal possession. *Collins* v. *Buck*, *supra*. Ordinarily, if the goods are left on the pledgor's premises, the pledge fails. *Casey* v. *Cavaroc*, 96 U. S. 467. See *Bank of North America* v. *Penn Motor Car Co.*, 235 Pa. St. 194, 83 Atl. 622. But in the case of bulky goods, it is sufficient if the goods are set aside on the pledgor's premises in a space devoted exclusively to the pledgee, and clearly indicated to be in the pledgee's possession, since this provides ample safeguard for third parties. *Philadelphia Warehouse Co.* v. *Winchester*, 156 Fed. 600 (D. Del.); *Bush* v. *Export Storage Co.*, 136 Fed. 918 (Circ. Ct., Tenn.). In the principal case also the purpose of the rule is achieved. The key, the sole means of entrance, is given to the pledgee, so the pledgor cannot exhibit the goods as his own. The decision, therefore, seems right.

SALES — FRAUD — EFFECT OF IMPERSONATION BY BUYER ON PASSAGE OF TITLE. — One A, representing himself as a partner of B, applied to the plaintiff for the purchase of goods on behalf of the pretended partnership, giving a forged draft therefor. The plaintiff agreed to sell the goods to the partners, took the forged draft in payment, and delivered the goods to A. A mortgaged the goods to the defendant, a *bona fide* purchaser, from whom the plaintiff seeks to recover them. *Held*, that the plaintiff recover the value of the goods without paying the mortgage debt. *Gose* v. *Brooks*, 229 S. W. 979 (Tex. App.).

The court's first argument, that A did not get title because title does not pass where goods are paid for with a forged draft, is erroneous. See Samuel Williston, "The Progress of the Law — Sales," 34 HARV. L. REV. 741, 749. The court's other argument, that A did not get title because the plaintiff did not intend to pass title to him, is sound. *Alexander* v. *Swackhamer*, 105 Ind. 81, 4 N. E. 433. In cases of impersonation, passage of title is a question of primary intent. See 16 HARV. L. REV. 381. Where a vendee, impersonating another, buys goods, title passes, on the theory that the seller's primary intent is to deal with the person before him rather than with the person he claims to be. *Phelps* v. *McQuade*, 220 N. Y. 232, 115 N. E. 441. However, where the buyer fraudulently claims to buy as agent of another, no title passes, as the seller intends to pass title to the principal who has no intent to receive it. *Peters Box Co.* v. *Lesh*, 119 Ind. 98, 20 N. E. 291. The courts generally do not distinguish cases of pretended partnership and pretended agency. See *Barker* v. *Dinsmore*, 72 Pa. St. 427, 433. The result is correct; for normally the seller thinks of the partnership as a unit, and intends to pass title to it, disregarding the proprietary interest of the individual partners, one of whom he thinks to be before him.

TRUSTS — CREATION AND VALIDITY — TESTAMENTARY VOTING TRUST. — The testator, majority stockholder in a corporation, left his stock to be kept intact as part of a trust fund for twenty years. The trustees were required to vote it in favor of themselves as directors, and to exercise all powers incident to ownership of the stock. In contesting the will, the plaintiff contends that this trust is void as against public policy. *Held*, that the trust is valid. *In re Pittock's Will*, 199 Pac. 633 (Ore.).

A few jurisdictions consider that any irrevocable separation of voting power from beneficial ownership is against the policy of the law. *Sheppard* v. *Power Co.*, 150 N. C. 776, 64 S. E. 894. But the great majority uphold voting trusts, provided their purposes are legitimate. *Carnagie Trust Co.* v. *Security Life Ins. Co.*, 111 Va. 1, 68 S. E. 412; *Boyer* v. *Nesbitt*, 227 Pa. St. 398, 76 Atl. 103.